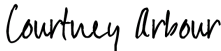
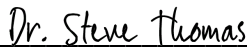


## TEXAS WORKFORCE COMMISSION (TWC) GRANT AWARD AGREEMENT

TWC Award Number	<b>1120AEL002</b>
Grant Program Title	<b>ADULT EDUCATION AND LITERACY WORKFORCE INTEGRATION INITIATIVE</b>
Award Amount	<b>\$21,066.00</b>
<b>Grantee Name</b>	
<b>Midland Junior College</b>	
<b>Period of Award</b>	
This Grant Award Agreement shall begin the later of <b>May 15, 2020</b> or the date upon which it has been signed by both parties, and shall terminate on <b>June 30, 2021</b> , unless amended by mutual written agreement of the parties.	
<b>Signature Authority</b>	
The person signing this Grant Award Agreement on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to: <ul style="list-style-type: none"> <li>• execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and</li> <li>• validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement.</li> </ul>	
<b>Agency Approval</b>	<b>Texas Workforce Commission</b>  <hr/> Courtney Arbour Director, Workforce Development Division Date: <u>5/6/2020</u>
<b>Award Acceptance</b>	<b>Midland Junior College</b>  <hr/> Dr. Steve Thomas Midland College President Date: <u>5/7/2020</u>

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**GRANT AWARD ORDER OF PRECEDENCE**

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This Grant Award between the Texas Workforce Commission (TWC) and the Grantee consists of the following Grant Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Grant Documents as amended control in the descending order of the list. All Grant provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Signature Page
- Grant Award Order of Precedence
- Special Terms and Conditions
- General Terms and Conditions
- Financial Requirements
- Certifications
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Reporting Requirements and Final Report Format
- Work Plan, including Budget Workbook

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## SPECIAL TERMS AND CONDITIONS

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Pursuant to the terms of the Federal award, and to 2 Code of Federal Regulations (C.F.R.) §§ 200.101(b)(1) and 200.331(a)(2), these Special Terms and Conditions pass through Terms and Conditions of the Federal award, which are not set forth elsewhere in this grant award. This grant award must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this grant award.

Availability of Federal Award Terms

### **A. Availability of Federal Term Awards**

In some cases, Federal grant funds become available to the Texas Workforce Commission (TWC) for award before TWC obtains the associated Federal Award Terms for the monies. When award execution does not allow for delay, TWC may base the Special Federal Award Terms and Conditions for a grant award on the most recent prior Federal Award Terms and Conditions available, and later amend the TWC grant award when updated Federal terms are available. This action is most often used when Federal Award Terms and Conditions are not expected to differ significantly from the most recent prior terms available at the time TWC makes award.

Definitions

### **B. Definitions**

As used in these Special Federal Award Terms and Conditions: (1) the term, non-Federal entity, has the meaning defined in 2 C.F.R. Parts 200 ; and (2) the term, subrecipient, has the meaning defined in 2 C.F.R. Part 200.

### **C. Order of Precedence**

In the event of any inconsistency between the terms and conditions of this grant award and other requirements, the following order of precedence shall apply:

1. Adult Education and Family Literacy Act;
2. Workforce Innovation and Opportunity Act (WIOA);
3. Other applicable Federal Statutes;
4. Implementing Regulations;
5. Executive Orders (EOs);
6. Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2

C.F.R. parts 200;

7. Department of Education directives;
8. The terms and conditions of the Federal award, as included in this Grant Award as the
9. Special Federal Award Terms and Conditions; and
10. The terms and conditions of this TWC grant award.

**D. Fund Use**

The funds that are provided under this grant award must be expended according to all applicable Federal statutes, regulations and policies, including those of Adult Education and Family Literacy Act and WIOA; the applicable approved State WIOA plan (including approved modifications/amendments to the plan, any waiver plan approved under WIOA § 189(i)(3), or any Workforce Flexibility (Workflex) plan approved under WIOA § 190); the negotiated performance levels and policies established pursuant to the Labor Secretary's authority under WIOA § 116; and the applicable provisions in the appropriations act.

**E. Cost Limitation Restrictions**

Administrative costs. Administrative costs under this award follow the definition in the Workforce Innovation and Opportunity Act at 20 C.F.R. Section 683.215. Grantee is limited to spending no more than 10% of grant funds on administrative costs. Any amounts exceeding this limitation at closeout will be disallowed and subject to debt collection.

**F. Audits**

The audit provisions contained elsewhere in this grant award are inclusive of Federal award terms requiring that organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance, which apply to audits for fiscal years beginning on or after December 26, 2014. Award recipients and subrecipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. § 200.501.

**G. Changes in Micro-purchase and Simplified Acquisition Thresholds**

The OMB memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to

\$250,000.

#### **H. Closeout Requirements**

During the closeout process, the Grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency.

Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. (Note: Unless specified otherwise by TWC, subrecipients must maintain such documentation in accordance with applicable record retention requirements and make it available for review upon request.)

#### **I. Program Income**

2 C.F.R. 200.307 applies to this award, which allows grantees under the AEFLA to earn program income. 2 C.F.R. 200.80 defines "program income" generally to mean "gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance...". Ordinarily, program income is deducted from total allowable program costs and all program income, except for tuition and fees charged to students and employers earned by a subgrantee under this award, must be deducted. A local subgrantee charging reasonable and necessary tuition or fees to students and employers may use that income to provide additional adult education and literacy services that it would otherwise be unable to provide. Program income from tuition and fees must be (1) governed by the terms of the agreement between the TWC and grantee, (2) accounted for in program records, and (3) used only for costs allowable under AEFLA.

Also applicable to this award is 34 C.F.R. 76.534, which provides that States and subgrantees may not count tuition and fees collected from students toward meeting federal matching federal matching, cost-sharing, or maintenance of effort requirements related to this award. Moreover, TWC must ensure that fees charged to students participating in an adult education program that receives federal support are equitably administered and do not reach levels that have an adverse effect on the participation of economically disadvantaged students.

Note: TWC will recover any program income found remaining at the end of the grant award through the closeout process.

#### **J. Publicity**

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or

film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Nor shall grant funds be used to pay the salary or expenses of any subrecipient or agent acting for such subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or EO proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

#### **K. Requirements for Conference and Conference Space**

Conferences funded in whole or in part by the award are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Subrecipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information in the requirements and the allowability of costs associated with conferences, refer to 2 C.F.R. §200.432. Subrecipients will be held accountable to the requirements in 2 C.F.R. § 200.432. Therefore, costs that do not comply with 2 C.F.R. §200.432 will be questioned and may be disallowed.

Specifically, Federal grant funds cannot be used to purchase alcoholic beverages and cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities. A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.

A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. The seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval. All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

*The contents of this (insert type of publication; e.g. book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.*

#### **L. Subawards**

A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. Each pass-through entity is responsible for monitoring subrecipients, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipients comply with all applicable regulations and the terms and conditions of this award (2 C.F.R. § 200.201(b)(1)).

#### **M. Procurement**

1. Award recipients must follow the same procurement policies and procedures it uses for non-Federal funds. Every purchase order or contract must include any clauses required by section 2 CFR 200.326 Contract Provisions.
2. Privacy Act. No funds can be used in contravention of 5 U.S.C. § 552a (Privacy Act) or regulations implementing the Privacy Act.
3. Prohibition on Contracting with Corporations with Felony Criminal Convictions. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
4. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Prohibition on Procuring Goods Obtained Through Child Labor. No funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services on its website at <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.

6. Reporting of Waste, Fraud and Abuse. No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
7. Requirement to Provide Certain Information in Public Communications. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:
  - A. The percentage of the total costs of the program or project which will be financed with Federal money;
  - B. The dollar amount of Federal funds for the project or program; and
  - C. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in 2 C.F.R. Part 200 and, when, appropriate, both must be complied with.

8. Restrictions on Lobbying/Advocacy. No federal funds may be used by subrecipients, other than for normal and recognized executive- legislative relationships, to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of any publication or electronic communication) designed to support or defeat the enactment of federal, state, or local legislation, regulations, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

## **N. Public Policy**

1. Architectural Barriers. The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
2. Drug Free Workplace. The Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 702 et seq., and 2



C.F.R. Part 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Refer to the Drug-Free Workplace Certification applicable to this grant award for notification and other requirements. Failure to comply with these requirements may be cause for suspension or debarment.

### 3. Executive Orders.

- A. Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928). Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- B. Seat Belt Use (EO 13043). Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- C. Improving Access to Services for Persons with Limited English Proficiency (EO 13166). As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP).

To ensure compliance with Title VI of the Civil Rights Act of 1964, subrecipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32389- 32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

Subrecipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to the Federal Government's interagency website on Limited English Proficiency at <http://www.lep.gov>.

- D. Text Messaging While Driving (EO 13513). Pursuant to EO 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles, or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Subrecipients are also encouraged to

conduct initiatives of the type described in section 3(a) of EO 13513.

- E. Buy American Act (EO 13788). Pursuant to EO 13788, by drawing down funds, subrecipients agree to comply with 41 U.S.C. §§ 8301 – 8303 (commonly known as the “Buy American Act”). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires subrecipients to use, with limited exceptions, only: 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to: 1) items for use outside of the United States; 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is less than the micro-purchase threshold.

In order to claim an exception under options 1 or 2 above, the recipient (TWC) must get prior approval from the DOL-ETA Grant Officer. Subrecipients must submit such requests through the TWC Grant Manager assigned to this Grant Award. Subrecipients shall not submit requests directly to DOL-ETA. Prior approval is not needed for purchases under the micro-purchase threshold.

Note: TWC defines the micro-purchase threshold in TWC’s Financial Manual for Grants and Contracts.

4. Flood Insurance. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).
5. Hotel-Motel Fire Safety. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in

compliance, or to find other information about the Act.

6. Prohibition on Trafficking in Persons. Grantee shall comply with 2 C.F.R. § 175. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2.ii. are revised to read as follows: “a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.” “b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85.”

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## GENERAL TERMS AND CONDITIONS

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### 1. Legal Authority

The Texas Workforce Commission (hereinafter identified as the Agency) is responsible for administering an integrated workforce development system, including job training, employment, employment-related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. Pursuant to Texas Labor Code § 315.002, the Agency shall have the authority to enter into contracts and administer programs.

### 2. Purpose

This grant award sets forth the responsibilities and obligations of the Agency, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Statements of Work.

### 3. Grant Performance

3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the Statements of Work.

Services under this award shall be provided in compliance with:

- all applicable federal and state laws, regulations, and rules;
- all Agency policies and procedures or guidance materials incorporated herein by specific reference; and
- the terms and conditions of this grant award.

3.2 The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement project requirements, and to ensure compliance with this grant award.

3.3 The Grantee shall notify the Agency in writing, within ten (10) calendar days, of any change in key personnel assigned to the implementation and administration of this grant award.

(Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge, qualifications, and experiences are critical to the achievement of the objectives of this grant award.)

3.4 In consideration of the Grantee's full and satisfactory performance of the specified services, the Agency shall be liable to the Grantee in accordance with the terms and limitations established within the attachments to this grant award.

3.5 Except with respect to defaults of contractors or subrecipients, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

#### **4. Administrative Requirements**

4.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.

4.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular

provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and the Agency shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

4.3 This grant award between the Grantee and the Agency shall be governed by and conform to the administrative requirements found in:

- the Office of Management and Budget (OMB) Uniform Guidance (UG) 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Uniform Grant Management Standards (UGMS); Commission Rules in 40 Texas Administrative Code (TAC) Part 20;
- the Agency's Financial Manual for Grants and Contracts (FMGC); and
- any directives specified by Agency issuances except as otherwise specifically authorized by the Agency in writing.

4.4 All costs must conform to cost principles found in:

- OMB UG 2 C.F.R. Part 200, Subpart E, or 48 C.F.R. Part 31 (as applicable), as supplemented by the Rules promulgated by UGMS; the Agency's FMGC; and
- other Agency directives, as applicable.

## 5. Surety Requirements

5.1 The Grantee understands and agrees that it shall be liable to repay to the Agency any funds not expended in accordance with this grant, or determined to be expended in violation of the terms of this grant and under OMB UG, 2 C.F.R. Part 200, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

5.2 All repayment made by the Grantee to the Agency pursuant to Section 5.1 of these General Terms and Conditions (GTC) shall be from non-federal funds.

- 5.3 The Grantee's failure to make repayment to the Agency within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by the Agency, including allowable interest.

**6. Rights in Data, Products, or Inventions**

- 6.1 The Agency may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Agency any data, product, or invention developed under this grant award or purchased with funds from this grant award.

- 6.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to the Agency and its designated representatives, unlimited rights to any data, databases, or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.

- 6.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc., prepared by the Grantee shall, at the option of the Agency, become the property of the Agency.

In the event of such termination, the Grantee may be requested to transfer title and deliver to the Agency any property or products the Grantee has acquired or produced in performance of the grant award.

- 6.4 All data and rights necessary to fulfill the Grantee's obligations to the Agency under this grant award must be secured and obtained from its contractors or subrecipients.

If a contractor or subrecipient refuses to accept terms affording the Agency such rights, the Grantee shall promptly bring such refusal to the attention of the Agency.

- 6.5 The Agency and its officers, agents, and employees are indemnified against

liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S. Code (U.S.C.) § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of the Agency of such supplies or construction work.

- 6.6 The Agency retains a non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

## **7. Prevention of Fraud**

- 7.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or Agency rules, policies, and procedures occurring under this grant award.
- 7.2 Any member of the Grantee's staff or Grantee's contractors or subrecipients' staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Agency rules, policies, and procedures occurring under this grant award, shall report such information to the Agency's Office of Investigations no later than five (5) working days from the date of discovery of such act.

An Incident Report regarding such an act must be submitted to:

Texas Workforce Commission  
Office of Investigations  
101 East 15<sup>th</sup> Street, Room 230  
Austin, Texas 78778-0001

- 7.3 The Grantee shall establish and implement reasonable internal program



management procedures sufficient to ensure that its employees, participants, contractors, or subrecipients are aware of the Agency's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.

7.4 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor the Agency shall retaliate against any person filing a report.

7.5 Upon review of submitted reports, the Agency's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's contractor or subrecipient, for action including, but not limited to, the following:

- further investigation;
- referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
- other corrective action, as may be appropriate.

7.6 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to the Agency's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken. After all associated legal and/or corrective action has been taken, the Grantee shall submit a final action report to the Office of Investigations.

## **8. Preventing Conflict of Interest**

8.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.

- 8.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.
- 8.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:
- Employees, contractors, or subrecipients of the Grantee; or
  - persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.
- 8.4 The Grantee shall maintain on file, and make available for inspection by the Agency, a statement submitted by each Grantee employee, contractor, subrecipient, or governing body member disclosing any interest, fact, or circumstance which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

## **9. Grant Provisions**

- 9.1 The Grantee shall comply with the following:
- Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
  - Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;

- Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
- The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
- Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
- Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., as amended;
- The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
- The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.

9.2 The Agency and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, or citizenship.

9.3 The Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

9.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and

supplier contracts to Historically Underutilized Businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.

- 9.5 The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 et seq.

## **10. Contractors and Subrecipients**

The Grantee assures that the performance rendered by all contractors and subrecipients shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee and shall require such contractors and subrecipients to comply with all requirements, as covered in this grant award.

## **11. Records: Retention, Confidentiality, and Access**

- 11.1 The Grantee agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to the Agency. These supporting records and documents must be kept for a minimum of three (3) years after final payment and all other pending matters are closed out.
- 11.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting the Agency's right of access to client case records or other information relating to clients served under this grant award.
- 11.3 The Grantee shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, minutes, automated data systems and other documents (collectively referred to as "records") pertaining to any grant awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00

p.m. Central Time, excluding state or federal holidays. In the event of suspected fraud, malfeasance or program abuse, Agency investigators may retain the original records and leave the mechanically reproduced copies in place of the original records.

11.4 Such rights to access shall continue as long as the Grantee retains the records.

11.5 Such rights of access and examination are granted to, as applicable:

- United States Department of Labor;
- United States Department of Health and Human Services;
- United States Department of Agriculture;
- Comptroller General of the United States;
- General Accounting Office;
- Texas State Auditor's Office;
- Office of the Attorney General of Texas;
- Agency;
- other state and federal auditing agencies; or
- any duly authorized representative of the above named agencies as deemed appropriate by the Agency.

11.6 The Agency, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this agreement for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

## **12. Monitoring, Audits, and Evaluations**

12.1 The Grantee shall supply to the Agency an audit that is in compliance with the Single Audit Act of 1984, as amended, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, applicable at the time costs were incurred.

12.2 The Agency reserves the right to conduct, or cause to be conducted, an independent

audit of all funds received by the Grantee under this grant award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by the Agency and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

12.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by contractors or subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.

12.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to the Agency, covering any subcontract it awards from this grant award.

Complete records of all monitoring performed by the Grantee shall be maintained and made available to the Agency during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.

12.5 The Agency reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any contractor or subrecipient for services rendered under this grant award.

The Agency retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any contractor or subrecipient before the monitoring and evaluation is concluded and the final results are made a matter of record.

12.6 If a charitable or faith-based organization who is a contractor or subrecipient to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by the Agency or its duly authorized representatives.

12.7 The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

### **13. Dispute Resolution**

13.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.

- To initiate the process, the Grantee shall submit written notice to the Agency's Contract Manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate the Agency's evaluation of the Grantee's claim.
- Neither the execution of this grant award by the Agency nor any other conduct of any representative of the Agency relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

13.2 Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the Grantee, in whole or in part.

### **14. Sanctions and Penalties**

14.1 The Grantee acknowledges and accepts that special conditions may be imposed by the Agency, and certain enforcement remedies exercised (set forth within OMB UG, 2 C.F.R. Part 200), if the Grantee has been designated as a "high risk" grantee. Special

conditions or restrictions could include:

- payment on a reimbursement basis;
- withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- additional and more detailed financial reporting;
- additional project monitoring;
- requiring the Grantee to obtain technical or management assistance;
- establishing additional prior approvals; or
- other conditions or restrictions appropriate to the circumstances.

14.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application, or Agency policies or procedures referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

## **15. Appeals**

Any sanctions or penalties imposed under this grant may be appealed pursuant to Texas Government Code, Chapter 2260.

## **16. Changes and Amendments**

16.1 This grant award, including all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between



the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.

16.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto and shall become effective on the date designated by such law or regulation.

16.3 To ensure effective performance under this grant award, all parties agree that the Agency may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules, or regulations, by issuing formal directives to establish or clarify such performance requirements.

- After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and the Agency as if written herein.
- Such Agency directives shall not alter the terms of this grant award so as to relieve the Agency of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

16.4 Except as specifically provided by Sections 16.1, 16.2, and 16.3 of this GTC, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes which shall be processed pursuant to Section 1.6 of Attachment B of this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

16.5 The Agency reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and the Agency's continuing need for the services. The Grantee may submit a written request that the Agency considers a renewal or extension. Such written request must be received by the Agency no later than thirty (30) calendar days prior to the expiration of this grant award.

## **17. Termination**

17.1 This grant award may be terminated, in whole or in part, by the Agency whenever it determines that such termination is in its best interests.

17.2 When justified, either party may terminate this grant award for cause, pending completion of any reports or audits required by the Agency. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

## **18. Certifications**

The Grantee certifies compliance with the federal, state and Agency requirements set forth in Certifications of this grant award.

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**FINANCIAL REQUIREMENTS**

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**1. Expenditure Limitations**

The Agency is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in this grant award including any attachments subject to the following provisions:

- 1.1 The limitations established within the program budget documents.
- 1.2 The Agency receives a verified statement, prepared in accordance with the requirements set forth by the Agency, of current and/or expenditures incurred under this grant according to the instructions specified in the Agency's FMGC, and additional Agency issuances.
- 1.3 The Agency shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
- 1.4 The Agency shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its Subrecipients or Subcontractors before commencement of this grant or after termination of this grant, other than allowable administrative costs unless approved in writing by an authorized representative of the Agency.
- 1.5 The Agency shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not been billed to the Agency within sixty (60) days following termination or expiration of this grant.
- 1.6 The Grantee agrees that all funds provided through this grant, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of religious worship, instruction, or

proselytization.

This provision shall not be interpreted to prohibit the Grantee from subcontracting for goods or services with any religious institution or entity.

- 1.7 Notwithstanding any other provisions of this grant, the parties hereto understand and agree that the Agency's obligations for costs incurred or performances rendered by the Grantee under this grant are contingent upon receipt of adequate funds from federal and state sources to meet the Agency's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources.
- 1.8 The Grantee understands and agrees that it shall repay to the Agency any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:
  - The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's Subcontractor or Subrecipient made the improper expenditure.
  - All repayments made by the Grantee must be from non-federal funds.
  - Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 1.9 Responsibility for disallowed costs and other liabilities under this grant are as follows:
  - First Priority: The Grantee shall recover funds from the service provider(s) incurring the liability and utilize such funds to retire the liability to the Agency.
  - Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to the Agency.
  - Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to the Agency.

- 1.10 Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) System by the designated Agency Grant Manager.
- 1.11 Administrative costs charged to this grant shall not exceed five percent (5%) of total final grant expenditures, except where a higher rate has been negotiated with the Agency to accommodate the recovery of allocable indirect costs under the Financial Requirements section of this grant award.
- 1.12 Subject to the limitations in Section 1.13 of this Attachment, indirect costs, if any, charged to this grant must result from proper application of an indirect cost rate approved by the Grantee's federal cognizant agency for indirect costs, or other authorized entity, as appropriate, a de minimis rate as described in 2 C.F.R. § 200.414, or a rate negotiated with the Agency.
- 1.13 Pursuant to U.S. Department of Education regulations at 34 C.F.R. §§ 76.563 through 76.569, indirect costs charged to funds made available under AEFLA are limited to the product of the restricted indirect cost rate and total direct costs of the grant minus capital outlays, subgrants, and other distorting or unallowable items as specified in the Grantee's indirect cost rate agreement. The restricted indirect cost rate is the lesser of:
- The restricted indirect cost rate in 34 C.F.R. § 76.564(a); or
  - An indirect cost rate of eight percent (8%).

## **2. Obligation and Deobligation of Funds**

Notwithstanding the provisions of Section 17 of the GTC, the following provisions apply to the obligation and deobligation of funds under this grant:

- 2.1 The Agency shall not be liable to the Grantee for any excess or erroneous funding obligations and retains the right to unilaterally deobligate such funds.

- 2.2 The Agency may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of the Agency.
- 2.3 The Agency may deobligate funds if performance and/or expenditures are not meeting a detailed quarterly performance report as required by the project administration plan and implementation schedule; and/or expenditure projections are at the following intervals:
- twenty-five percent (25%) of the grant period;
  - fifty percent (50%) of the grant period; and
  - seventy-five percent (75%) of the grant period.
- 2.4 The Agency shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.

### **3. Financial Reporting**

- 3.1 The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20<sup>th</sup> day of each month through the Agency's on-line CDER system.
- 3.2 To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; the Agency's FMGC; and AEL Letter 01-13, including subsequent issuances; and additional Agency issuances.
- 3.3 If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as specified in those issuances.
- 3.4 The Grantee shall electronically submit the contract closeout package through the closeout module of the on-line CDER system no later than 11:59 p.m. Central Time on the 60<sup>th</sup> day from the grant end date.

- 3.5 If TWC exercises its option to renew a grant, TWC reserves its right to require that a separate contract closeout package be submitted through the CDER system no later than 11:59 p.m. Central Time on the 60th day from the end of the grant period immediately preceding any such renewal, or another date specified by TWC.
- 3.6 The Grantee shall submit the contract closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; the Agency's FMGC; and AEL Letter 01-13, including subsequent issuances; and additional Agency issuances.

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**CERTIFICATIONS**

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**1. Lobbying**

This certification is required by the federal regulations, implementing the Program Fraud and Civil Remedies Act, 31 U.S.C. § 1352, for the U.S. Department of Agriculture (2 C.F.R. Part 418), U.S. Department of Labor (29 C.F.R. Part 93), U.S. Department of Education (34 C.F.R. Part 82), and the U.S. Department of Health and Human Services (45 C.F.R. Part 93).

The Grantee certifies that:

- 1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 1.3 The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite



for making or entering into this transaction imposed by §1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

## **2. Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the U.S. Department of Agriculture (2 C.F.R. Part 417), U.S. Department of Labor (2 C.F.R. Part 2998), U.S. Department of Education (2 C.F.R. Part 3485), and the U.S. Department of Health and Human Services (2 C.F.R. Part 376).

The Grantee certifies that neither it nor its principals:

- 2.1 Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2.2 Have, within a three-year period preceding this grant award, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses identified in this certification; and
- 2.3 Have had, within a three-year period preceding this grant award, one (1) or more public transactions terminated for cause or default.

## **3. Drug-Free Workplace**

This certification is required by the federal regulations, implementing the Drug-Free Workplace Act §§ 5151-5160 (41 U.S.C. § 701 et seq., as amended); for the U.S. Department of Agriculture (2 C.F.R. Part 421), U.S. Department of Labor (29 C.F.R. Part 94), U.S. Department of Education (34 C.F.R. Part 86), and the U.S. Department of Health and Human Services (2 C.F.R. Part 382).

The Grantee certifies that it shall provide a drug-free workplace by:

- 3.1 Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- 3.2 Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace; the organization's policy of maintaining a drug-free workplace; the availability of counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- 3.3 Providing each employee with a copy of the policy statement;
- 3.4 Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- 3.5 Notifying the Agency within ten (10) days of receipt of a notice of a conviction of an employee; and
- 3.6 Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

#### **4. Levies, Liens and Unresolved Audit Exceptions**

The Grantee certifies that the business entity in this grant award has no outstanding debts that will result in liens or levies being placed on payments received from the Agency and that it owes no funds to the Agency, including unresolved audit exceptions. An unresolved audit exception is an exception for which the business entity has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from the Agency.

## **5. State Assessment Certification**

The Grantee certifies that both of the following statements are true and correct and that the Grantee understands making a false statement is a material breach of grant and is grounds for cancellation of this grant award:

- 5.1 It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and proprietary school fees and assessments payable to the State of Texas.
- 5.2 It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

## **6. Prohibition on Certain Bids and Contracts**

Pursuant to Texas Government Code § 2155.006, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been either, convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action, in connection with a contract awarded by the federal government for relief efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, or in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts.

Under Texas Government Code § 2155.006, the Grantee certifies that the individual or business entity named in this bid or grant is not ineligible to receive the specified grant and

acknowledges that this grant may be terminated and payment withheld if this certification is inaccurate.

## **7. Unfair Business Practices**

The Grantee certifies that the business entity in this Proposal has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Grantee further affirms that no officer of the business entity in this Proposal has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

## **8. Texas Family Code**

The Grantee certifies that the business entity in this Proposal is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that any grant award may be terminated and payment may be withheld if this certification is inaccurate. If a board member, corporate officer, individual, or controlling officer of the awardees' Fiscal Agent, (as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the awardee acknowledges that payments under the grant award may be suspended and/or the grant canceled.

## **9. Restrictions on the Use of Certain Public Subsidies**

Pursuant to Texas Government Code § 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4).

The Grantee certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code § 2264.051. The Grantee further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Grantee certifies that it will enter into a written agreement with its Subrecipient's Subcontractors, working on or having an

interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and advising the Subrecipient's Subcontractors of the penalties that the Subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, the Agency has determined that if an entity is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%).

The Grantee authorized representative understands and certifies that the following indicated statements are true and correct:

- 9.1 that making a false statement is a material breach of grant and grounds for grant cancellation; and
- 9.2 that after receiving a public subsidy, if the Grantee is convicted of a violation under 8 U.S.C. § 1324a(f), relating to the unlawful employment of undocumented workers, the Grantee shall repay to the Agency the amount of the public subsidy with interest, at a rate of fifteen percent (15%).

#### **10. Certification Concerning Dealings with Public Servants**

The Grantee represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Application.

##### **Conflicts of Interest**

The Grantee represents and warrants that The Grantee has no actual or potential conflicts of interest in providing services to the State of Texas under this grant agreement and the

Grantee's provision of services under this grant agreement would not reasonably create an appearance of impropriety. The Grantee must disclose any existing or potential conflict of interest it may have in contracting with the Agency.

**11. Franchise Tax Certification**

The Grantee certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**12. Compliance with Contracting with State Agency Executive Head**

The Grantee certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency.

Enter the name of any current or former executive head of a Texas state agency that is currently employed by the Grantee below:

- Name of Former Executive:
- Name of State Agency:
- Date of Separation from State Agency:
- Position with the Grantee:
- Date of Employment with the Grantee:

All such disclosures will be subject to administrative review and approval prior to the Agency entering into any contract with the Grantee. The Grantee acknowledges that the grant award may be terminated at any time, and payments withheld, if this information is false.

**13. Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069**

The Grantee certifies that it has not employed and will not employ a former employee of the

Agency or state officer who participated in a procurement or contract negotiation for the Agency involving the Grantee within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

**14. Receipt of Appropriated Funds**

The Grantee represents and warrants that the Agency's payments to the Grantee and the Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055 or 556.008 of the Texas Government Code.

**15. Federal Funding Accountability and Transparency Act (FFATA)**

In accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, the Grantee certifies that it will comply with WD Letter 29-12 and subsequent issuances during the term of the grant.

The Grantee certifies that its D-U-N-S® and SAM registrations are active and current at the time of grant award signature. The Grantee further certifies that its D-U-N-S® and SAM registrations will be active and current at the time of and throughout the grant award.

**16. Certification**

These certifications are a material representation of fact upon which reliance is placed when entering into this agreement.

By an authorized representative of the Grantee signing this grant agreement, the Grantee certifies that the indicated certifications and statements are true and correct and understands that making a false statement is a material breach of the grant agreement and is grounds for

grant agreement termination.



**MIDLAND JUNIOR COLLEGE  
WORKFORCE INTEGRATION INITIATIVE  
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

**200.331 Requirements for Pass-Through Entities**

**Subrecipient Name:** TEXAS WORKFORCE COMMISSION

**Subrecipient DUNS:** 033278685

**Awarding Official:** Courtney Arbour, Director of Workforce Development

**Address:** 101 E. 15<sup>th</sup> Street

Austin, Texas 78778-0001

**Phone Number:** (512) 463-2222

**Awarding FAIN:** V002A190044

**Total Award Amount:** \$67,314,952

**Description:** Adult Education – State Grant Program

**Agency:** Department of Education

**CFDA Description:** 84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9202(1).

	<b>CFDA:</b>	<b>84.002A</b>		
<b>Local Board Area:</b>	<b>Local Board Area:</b>	<b>Provider:</b>	<b>Federal WIOA Adult</b>	<b>Indirect Rate</b>
11	Permian Basin	Midland Junior College	\$21,066	
		<b>Total by CFDA</b>	<b>\$21,066</b>	
<b>Research and Development Award:</b>				
<b>N</b>				

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## **REPORTING REQUIREMENTS**

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The Grantee shall:

- Submit a monthly report via response to an online survey disseminated via TWC Transmittal
- Provide ad hoc reports as requested by the designated Agency Grant Manager.
- Adhere to the financial reporting requirements set forth in part 3 of the Financial Requirements section of this document.

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## WORK PLAN

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### **Project Abstract**

This grant supports performance data for workforce integration for AEL participants while in services and after exit to increase the Workforce Innovation and Opportunity Act (WIOA) performance accountability measures, including exit-based measures. Performance under WIOA is heavily reliant on follow-up data collection, as exit-based employment and credential measures require tracking for up to one year after exit. Additionally, credential attainment for postsecondary education or training credentials must be collected through credentials organizations or directly from participants since these credentials are not available through data match with other agencies.

### **1. Applicable Grant Authorities**

The Agency funds this grant under the authority of:

- 1.1 Adult Education and Family Literacy Act (AEFLA),
- 1.2 Title II of the Workforce Innovation and Opportunity Act (WIOA), Public Law (Pub. L.) 113-128, 29 United States Code (U.S.C.) § 3271 et seq.,
- 1.3 Federal Regulations in 2 Code of Federal Regulation (CFR) Part 200, as adopted at 2 CFR Part 300 and 2 CFR Part 3474, 34 CFR Parts 76, 82, 86, 462 and 463, and 45 CFR Parts 260-265;
- 1.4 Texas Labor Code, Chapters 302 and 315;
- 1.5 40 Texas Administrative Code (TAC), Chapters 800, 802, and 805;
- 1.6 Adult Education and Literacy (AEL) Letters;
- 1.7 Workforce Development (WD) Letters, as applicable,
- 1.8 and any further Agency issuances.

### **2. Allowable Services/Activities**

2.1 Workforce integration and follow up activities that support participants in completing education and training objectives, including collecting information on educational outcomes, employment, participant earnings, enrollment and progress in post- secondary education or training and credential attainment.

2.2 Follow up activities include but are not limited to the following:

- Supporting students in the completion of a Texas Certificate of High School Equivalency or entering postsecondary education or training
- Supporting the enrollment of students in Work in Texas
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local workforce area, such as career awareness, career counseling, and career exploration services
- Regular contact with participants and/or their employer to verify employment or provide assistance with work-related problems
- Other activities as outlined in AEL Letter 04-20, including Attachment 1, Workforce Integration and Follow-Up Activities
- Reconnecting with participants via follow up to reengage them through remote and distance learning during the COVID-19 pandemic. This includes increases in licenses for distance learning and related remote education services, including mobile messaging applications and supplies necessary for the expansion of remote and distance learning.

### **3. Eligibility**

Individuals eligible under this grant are those enrolled and reported under TWC RFP 320-18-01.

### **4. Award Specific Requirements**

The Grantee is responsible for all performance under this grant. The AEL Grantee shall:

4.1 Adhere to all state and federal guidance developed by the Agency including the Texas

AEL Assessment Guide, Texas AEL Guide, National Reporting System (NRS) Implementation Guidelines, AEL and WD letters, and other federal, state and agency requirements.

4.2 Provide workforce integration and follow-up services after participant exit in collaboration with Board, vocational rehabilitation (VR), and training providers to support increases in participant earnings, employment, and training services:

- during participation, through integration with and referral to Boards and vocational rehabilitation (VR) employment services and enrollments in postsecondary education or training services; and
- participant Workforce Integration and follow-up during participation or within one year of exit for up to 365 days after exit for information on educational outcomes, employment, participant earnings, enrollment and progress in postsecondary education or training and credential attainment.

4.3 Use workforce integration and follow up funds in the development of:

- individualized participant case management and referral procedures with Boards, VR, and community-based workforce intermediaries;
- data collection and information-sharing agreements with postsecondary education or training organizations; or
- to purchase workforce integration and follow-up services from Boards or from community-based workforce intermediaries.

4.4 Prioritize follow-up information collection on participant earnings and employment information for participants who have not provided a Social Security Number

4.5 Incorporate information on follow-up services into the Grantee's comprehensive assessment process as part of exit interviews with participants.

- 4.6 Enter workforce integration and follow-up services into the Texas Educating Adults Management System (TEAMS) Career Services screen as functionality permits.
- 4.7 Document the following in the participant's file:
- post exit participant employment.
  - post exit participant earnings.
  - postsecondary education or training enrollments.
  - post exit participant credential earnings.
- 4.8 The Grantee agrees that if performance and/or expenditures are not in keeping with expenditure projections and performance benchmarks, the Agency may impose one (1) or more of the following remedies:
- a site visit by Agency staff to review the project or provide technical assistance;
  - a Corrective Action Plan (CAP) as stated in the in 40 TAC § 802.121;
  - a hold on payments; and/or
  - deobligation of funds.

## 5. Activities and Performance Measures

The Grantee shall:

<b>Deliverables Description</b>	<b>Deliverable Target</b>	<b>Deliverable Due Date</b>
5.1 Submit a detailed budget summary	1 report	30 days after grant execution
5.2 Submit a monthly report via response to an online survey disseminated via TWC Transmittal	13 reports	24 <sup>th</sup> day of each month

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BUDGET WORKBOOK

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MIDLAND JUNIOR COLLEGE  
WORKFORCE INTEGRATION INITIATIVE  
BUDGET SUMMARY

Cost Categories	Administrative Costs (Cannot exceed 5% of Total Funds Requested)	Program Costs	Total Costs
Budget	\$1053	\$20,013	\$21,066
Sub-Total	\$1053	\$20,013	\$21,066
Total Funds Requested			\$21,066



## Certificate Of Completion

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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/7/2020 10:37:30 AM
Signing Complete	Security Checked	5/7/2020 10:37:46 AM
Completed	Security Checked	5/7/2020 10:37:46 AM
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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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